

393658-5

1300

This Indenture, made this 13TH day of JUNE 1986 between

ARTHUR GREGORY AND IRENE GREGORY, HIS WIFE

FLEET MORTGAGE CORP.

a corporation organized and existing under the laws of THE STATE OF RHODE ISLAND
Mortgagor

Witnesseth: That whereas the Mortgagor is duly described in the Mortgage, as is contained by a certain promissory note bearing even date herewith, in the principal sum of THIRTY NINE THOUSAND NINE HUNDRED SIXTY THREE AND NO/100----- Dollars \$ 39,963.00-----

payable with interest at the rate of -----NINE----- per centum, -----9----- per annum on the unpaid balance until paid, and made payable to the order of the Mortgagor at its office in MILWAUKEE, WISCONSIN

or such other place as the holder may designate in writing, and delivered, the said principal and interest being payable in monthly installments of THREE HUNDRED TWENTY ONE AND 55/100----- Dollars \$ 321.55-----

on AUGUST 19 86, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of JULY 2016.

Now, Therefore, the said Mortgagor, for the better securing payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents Mortgage and Warrant unto the Mortgagor, its successors or assigns, the following described Real Estate situated lying, and being in the County of and the State of Illinois, to wit: COOK

LOT 76 IN HAWTHORNE MANOR SUBDIVISION NO.1 IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

STATE OF ILLINOIS
RECEIVED IN THE CLERK'S OFFICE
1986 JUN 18 AM 10:43

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PIN: 16-33306-013 TJ

3525 S. 52nd C.T.
CICERO, ILL. 60650

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

This form is used in connection with mortgages insured under the one to four family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (j)) in accordance with the regulations for those programs.

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To Have and to Hold the above described premises, with its appurtenances and fixtures, unto the said Mortgagor, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, wherein said rights and benefits to said Mortgagor does hereby expressly release and waive.

And Said Mortgagor covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or materialmen to attach to said premises, to pay to the Mortgagor, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagor in such forms of insurance, and in such amounts, as may be required by the Mortgagor.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or indebtedness other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagor may pay such taxes, assessments, and insurance premiums, when due, and then make such repairs to the property herein mortgaged as in his discretion he may deem necessary for the proper preservation thereof, and the money so paid or expended shall become so much added to the indebtedness secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid to the Mortgagor.

It is expressly provided, however, all other provisions of this mortgage to the contrary notwithstanding, that the Mortgagor shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein, or any part thereof, or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof, by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises, or any part thereof to satisfy the same.

And the said Mortgagor further covenants and agrees as follows:

That privilege is reserved to pay the debt in whole or in part, on any installment due date.

That, together with, and in addition to, the monthly payment of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagor, on the first day of each month until the said note is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property, less as estimated by the Mortgagor less all sums already paid thereto, divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagor in trust to pay said ground rents, premiums, taxes and special assessments, and

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagor to the following items in the order set forth:

- (i) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
- (ii) interest on the note accrued hereby;
- (iii) amortization of the principal of the said note; and
- (iv) late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor may collect a "late charge" not to exceed four cents (\$0.04) for each dollar (\$1.00) for each payment more than fifteen (15) days in arrears, to cover the extra expense incurred in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagor any amount necessary to make up the deficiency, or fifteen (15) days to the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. At the time the Mortgagor shall tender to the Mortgagor, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagor shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagor acquires the property otherwise after default, the Mortgagor shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance thus remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid and due here.

And as Additional Security for the payment of the indebtedness of this date the Mortgagor does hereby assign to the Mortgagor all the rents, issues, and profits now due or which may hereafter become due by the use of the fixtures hereinabove described.

That He Will Keep the improvements now existing, or hereafter erected, on the mortgaged property, insured as may be required from time to time by the Mortgagor against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagor and will pay premiums, when due, on premiums on such insurance provision for payment of which has not been made heretofore. An insurance shall be carried in companies approved by the Mortgagor and the policies and renewals thereof shall be held by the Mortgagor and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagor. In event of loss Mortgagor will give immediate notice by mail to the Mortgagor, who may make protest

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of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid by him to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

The Mortgagor Further Agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act, within NINETY days from the date hereof, written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the NINETY days from the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such ineligibility, the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. Notwithstanding the foregoing, this option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagor's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

In the Event of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

And in the Event that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose in the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency of the person or persons legally holding payment of the indebtedness secured hereby, at the time of such application for appointment of a receiver, to cause to be sold the Mortgagor in possession of the premises and with or without the value of said premises or whether the same shall be then occupied by the owner or the equity of redemption, as a homestead, and in order placing the Mortgagee in possession of the premises, to appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected shall be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property,

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may keep the said premises in good repair, pay such current or back taxes and assessments as may be due on the said premises, pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provision of this paragraph.

And in Case of Foreclosure of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographer's fees of the complaint in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure, and in case of any other suit, or legal proceeding wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

And There Shall Be Included in any decree foreclosing this mortgage and in paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, foreclosing, sale, and compensation, including attorney's, solicitors', and stenographers' fees, outlays for documentary evidence and cost of a complete abstract and examination of title; (2) all the money advanced by the Mortgagee, if any, for the purpose authorized in the mortgage, with interest on such advances at the rate set forth in the note recited hereby, from the time when advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured and (4) all the said principal money remaining unpaid. The net proceeds of the sale, if any, shall then be paid to the Mortgagee.

If the Mortgagor shall pay and save at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this mortgagee shall be null and void and Mortgagee will, when this mortgage is so written demand therefor by Mortgagor, execute a release or substitution of this mortgage, and Mortgagee hereby waives the benefits of all statutes of laws which require the execution of a release or substitution by Mortgagee.

It Is Expressly Agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagor to any successor in interest of the Mortgagor shall operate to foreclose in any manner the original liability of the Mortgagor.

The Covenants Herein Contained shall bind, and the benefits and advantages shall accrue, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

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Witness the hand and seal of the Mortgagor, the day and year first written:

Arthur Gregory
ARTHUR GREGORY

[Seal]

Irene Gregory
IRENE GREGORY, HIS WIFE

[Seal]

[Seal]

State of Illinois

County of *Cook*

I, *Arthur Gregory*,
aforesaid, Do Hereby Certify That
and **IRENE GREGORY**
person whose name is **ARE**
person and acknowledged that **THEY**
free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

, a notary public, in and for the county and State

his wife, personally knew to me to be the same

subscribed to the foregoing instrument, appeared before me this day of
signed, sealed, and delivered the said instrument as **THEIR**

Given under my hand and Notarial Seal this

13th

day

A.D. 19⁸⁰

Arthur Gregory
Notary Public

Doc. No.

. Filed or Recorded in the Recorder's Office of

County, Illinois, on the

day of

A.D. 19⁸⁰

at o'clock, and duly recorded in Book

Page

MAIL TO:
THIS INSTRUMENT WAS PREPARED BY:
FLEET MORTGAGE CORP
2643 NORTH HARLEM AVENUE
CHICAGO, ILLINOIS 60635

W.L.G.

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